IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

MONDAY, THE 23RD JULY 2007 / 1ST SRAVANA 1929

WP(C).No. 22517 of 2007(E)

PETITIONER:

SASIDHARAN, S/O.SANKARAN AGED 55 YEARS,
GOVERNMENT CONTRACTOR, RESIDING AT THUNDATHIL
HOUSE, AGALI P.O., PALAKKAD.

BY ADV. SRI.C.RAJENDRAN

RESPONDENTS:

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1. STATE OF KERALA REPRESENTED BY
SECRETARY TO DEPARTMENT OF IRRIGATION SECRETARIAT,
THIRUVANANTHAPURAM.

2. THE EXECUTIVE ENGINEER, ATTAPPADY
VALLEY IRRIGATION PROJECT DIVISION, AGALI.

3. ASSISTANT EXECUTIVE ENGINEER,
ATTAPPADY VALLEY IRRIGATION PROJECT DIVISION,
AGALI.

4. DISTRICT COLLECTOR, COLLECTORATE,
PALAKKAD.

5. TAHSILDAR (RR), MANNARKKAD TALUK,
MANNARKKAD.

BY ADV. SMT.N.SUDHADEVI, GOVERNMENT PLEADER

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 23/07/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

C.N.RAMACHANDRAN NAIR, J.

WP(C) No. 22517 of 2007

Dated, this the 23rd day of July, 2007

J U D G M E N T

Petitioner is in this court in a second round of litigation challenging recovery proceedings for realisation of cost of the cement supplied to petitioner, for non-utilization of the cement for the purpose for which it was given. Even though the earlier writ petition was dismissed and the same was confirmed in writ appeal, the Division Bench directed the District Collector to consider petitioner's claim for adjustment of deposits due to him. It is seen from the Collector's proceedings, namely Ext.P6, that security deposits are made for award of various contracts, details of which are not furnished before the Collector nor before this Court in this proceeding. Now all what is stated is that a total sum of Rs. 60,000/- was deposited by the petitioner towards security for various contracts awarded to him. I do not think, petitioner is entitled to adjustment of the said amount without referring to the terms of the contracts, under which security is furnished. Refund of security amount has to be made only after completion of work and in accordance with the terms of the contract. Since the liability sought to be recovered is confirmed in the judgment of Single

Bench and that of the Division Bench, balance question is only adjustment of security deposits claimed by the petitioner, which obviously cannot be granted without details. It is for the petitioner to claim refund independently, based on the terms of each contract, under which it is deposited and if declined, he can file civil suit. This writ petition is therefore dismissed leaving freedom to the respondents to proceed for recovery.

(C.N.RAMACHANDRAN NAIR, JUDGE)

jg